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PART I - THE SCHEDULE**SECTION F - DELIVERIES OR PERFORMANCE****F-1. Principal Place of Performance**

The principal place of performance for the contract is Oak Ridge, Tennessee.

F-2. 52.242-15 Stop-Work Order. (AUG 1989) -- Alternate I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of up to 30 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of up to 30 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow

reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-3. Declaration of Completion

- (a) Upon completion of each of the three closure objectives set forth in the Statement of Work, the Contractor shall prepare a letter declaring that all activities, associated with each closure objective, have been completed. The Contractor shall prepare a letter declaring the project status for the Balance of Program by September 30, 2008. When the Contractor submits such a letter, the DOE will have 5 business days from the date of receipt of the letter to concur/non-concur on the Contractor's declaration. If the DOE non-concurs with the Contractor's declaration, the DOE will provide the Contractor with a list of material deficiencies within 14 business days of the date of non-concurrence, and provide a schedule for completing those deficiencies. For the fee calculation, the actual completion date will be the date the Contractor submits its declaration. However, the cost to complete the list of material deficiencies shall be considered unallowable. To help ensure completion by the desired dates, DOE will review/consider preliminary declarations of work completion. Items identified for correction which are corrected prior to submission of the Final Declaration Letter will not be considered material deficiencies pursuant to this clause.
- (b) Upon completion of the material deficiencies, the Contractor shall submit an addendum to its letter of physical completion. In the event the DOE determines that some of the above deficiencies still exist, the Contractor will be notified within 5 business days of receipt of the addendum. Costs incurred to correct these deficiencies will also be considered unallowable. The procedures in paragraphs (a) and (b) will continue until the DOE accepts correction of remaining deficiencies. Only then will the final fee payment be released to the Contractor. If, after acceptance by DOE, additional actions are required, costs for such actions shall be considered allowable and therefore reimbursable under this contract.

F-4. Contract Closeout

Concurrent with the Contractor's declaration of completion, as described in F.3 above, the Contractor shall submit a separate plan including budget and schedule for closeout of the contract. The Contract Closeout Plan shall include all remaining administrative matters necessary to close out the contract, including but not limited to: resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; property disposition; ongoing monitoring and stewardship costs; or any other activities required for closeout. As set forth in the clause entitled "Items Excluded from Target Cost" in Section B, the cost associated with the Contract

Closeout Plan and its implementation shall not be included in the funding profile or target cost.

F-5. Option to Terminate the Contract

- (a) The Government has the unilateral right to terminate based on poor performance. Indicators of poor performance, include, but are not limited to, the Contractors failure to:
 - 1. Maintain a cost performance index (CPI) greater than 0.85 for three consecutive quarters of performance. CPI is defined as budgeted cost of work performed (BCWP) divided by the actual cost of work performed (ACWP).
 - 2. Maintain a schedule performance index (SPI) greater than 0.85 for three consecutive quarters of performance. SPI is defined as budgeted cost of work performed (BCWP) divided by budgeted cost of work scheduled (BCWS).
 - 3. Perform all work such that no unmitigated catastrophic event or incident occurs (as defined in Section H, Conditional Payment of Fee).
- (b) If the Government exercises this option, the fee earned will be determined using earned value methodology. In the event of a termination, this provision is of higher order of precedence than the clause entitled "Incentive Fee" in Section I. Specifically, the fee percentages for minimum, target and maximum fee identified in Section B will be applied to the modified target cost (budgeted cost of work scheduled) for the period from October 1, 2003 to the effective date of the termination. The earned fee will be calculated as follows:

$$\text{Earned Fee} = \text{SPI} \times \text{CPI} \times \text{Target Fee \%} \times \text{Modified Target Cost}$$

* In no case shall earned fee exceed the revised target fee (target fee % times the Modified Target Cost) if the contract is terminated.

F-6. Option to Accelerate Additional EM LCB Work Scope

The Government reserves the right to accelerate additional EM LCB work scope. The Contractor shall enter into good faith negotiations with the Government to accomplish such acceleration.